

**EXHIBIT A
LISTING UPDATE INFORMATION**

Information	Comments	Chargeable if on Subsequent Order
Company ID	Four digit company identifier code.	No
CLEC Order Number	Five digit Julian date followed by 5 digit sequence number and 3 digit suffix.	No
Ametech Related Number	Ametech order to associate with CLEC order.	No
Transaction Code:	One digit numeric code.	
1	New Main listing with no accompanying additional listings.	No
2	New Main listing with accompanying additional listings.	No
3	Adding an additional listing to an existing main account.	Yes
4	Changing a main listing.	Yes
5	Changing an additional listing.	Yes
6	Deleting a main listing.	No
7	Deleting an additional listing coincident with deleting a main.	No
8	Deleting an additional listing with the main still intact.	Yes
New Connect Directory	"Y" or "N" to deliver directory immediately.	No
Completion Date	Date order is effective.	No
Business/Resident Indicator	"B" or "R"	Yes
Record Type	Main/Additional/Caption (M, O, C).	Yes
Advance Listing Code	"AVL" if applicable.	No
Yellow Page Heading Code	Four digit code (business only).	No
Annual Delivery Quantity	Leave blank if one copy is desired.	No
Previous Telephone Number	This would only be supplied for new orders.	No
Referral Telephone Number	This would only be supplied for disconnect orders, if available.	No
Local Exchange Carrier	Subscriber's former LEC on new order. Subscriber's future LEC on disconnect orders, if available.	No
Type of Account	Government, school, etc.	Yes
List Type	1, 2, 3, 4, 8, A.	Yes
Omit From Consumer List	"X" if applicable.	No
New/Changed Listing Information	Customer name, telephone number, and address.	Yes
Current Listing Information	Change order only, used to ensure correct information replaces CLEC's old information in the system.	Yes
Service Address	Complete address, if different from list.	No
Billing Information	Complete address, if different from list.	No

AMERITECH WHITE AND YELLOW PAGE LISTINGS ENTRY INFORMATION

COMPANY ID _____	CLEC ORDER NUMBER _____	AMERITECH RELATED NUMBER _____
TRANSACTION CODE _____	COMPLETION DATE _____	ADVANCE LISTING CODE _____
RECORD TYPE M = MAIN LISTING O = ADOL LISTING C = CAPTION	LOCAL EXCHANGE CARRIER _____	BUSINESS = B RESIDENCE = R INDICATOR
ANNUAL DELIVERY QUANTITY _____	PREVIOUS TELEPHONE NUMBER _____	YELLOW PAGE HEADING CODE _____
NEW CONNECT DIRECTORY _____	REFERRAL TELEPHONE NO. _____	STANDARD INDUSTRIAL CODE _____
TYPE OF ACCOUNT (CIRCLE ONE IF APPLICABLE)		
COUNTY _____	CITY _____	STATE _____
SCHOOL _____		

MAIN LISTING INFORMATION

NEW/CHANGED LISTING INFORMATION			CURRENT LISTING INFORMATION		
Telephone No. _____	List Type: _____		Telephone No. _____	List Type: _____	
Name: _____			Name: _____		
List Address: _____	House No.: _____	Directional: _____	List Address: _____	House No.: _____	Directional: _____
Street Name: _____		Thoroughfare: _____	Street Name: _____		Thoroughfare: _____
Community Name: _____	Location: _____	Zip Code: _____	Community Name: _____	Location: _____	Zip Code: _____
Omit Address From Directory _____			Omit Address From Directory _____		
Tel. No. Phrase: _____			Tel. No. Phrase: _____		
Service Address: _____	House No.: _____	Directional: _____	Service Address: _____	House No.: _____	Directional: _____
Street Name: _____		Thoroughfare: _____	Street Name: _____		Thoroughfare: _____
Community Name: _____	Location: _____	Zip Code: _____	Community Name: _____	Location: _____	Zip Code: _____
Omit From Consumer List _____	Omit From Address Directory _____		Omit From Consumer List _____	Omit from Address Directory _____	

BILL INFORMATION (IF DIFFERENT FROM LIST)

Name: _____	Address: _____
_____	Location (Apt., Etc.): _____
_____	Zip Code: _____
Number of Foreign/Additional Listing Pages Included: _____	
Remarks/File As Info.: _____	

FOREIGN/ADDITIONAL LISTING INFORMATION
(Main listing information must always accompany this information.)

COMPANY ID _____

ORDER NUMBER _____

New/Changed Listing Information

Current Listing Information

TRANSACTION CODE:			ALI CODE:			TRANSACTION CODE:			ALI CODE:			
TELEPHONE NO.:			LIST TYPE:			TELEPHONE NO.:			LIST TYPE:			
NAME:						NAME:						
LIST ADDRESS:		HOUSE NO.:		DIRECTIONAL:		LIST ADDRESS:		HOUSE NO.:		DIRECTIONAL:		
STREET NAME:				THOROUGHFARE:		STREET NAME:				THOROUGHFARE:		
COMMUNITY NAME:			LOCATION:		ZIP CODE:			COMMUNITY NAME:			LOCATION: ZIP CODE:	
OMIT ADDRESS FROM DIRECTORY _____						OMIT ADDRESS FROM DIRECTORY _____						
TEL NO. PHRASE:						TEL NO. PHRASE:						
OMIT FROM CONSUMER LIST _____			OMIT FROM ADDRESS DIRECTORY _____			OMIT FROM CONSUMER LIST _____			OMIT FROM ADDRESS DIRECTORY _____			
FOREIGN DIRECTORY NAME:*						FOREIGN DIRECTORY NAME:*						

TRANSACTION CODE:			ALI CODE:			TRANSACTION CODE:			ALI CODE:			
TELEPHONE NO.:			LIST TYPE:			TELEPHONE NO.:			LIST TYPE:			
NAME:						NAME:						
LIST ADDRESS:		HOUSE NO.:		DIRECTIONAL:		LIST ADDRESS:		HOUSE NO.:		DIRECTIONAL:		
STREET NAME:				THOROUGHFARE:		STREET NAME:				THOROUGHFARE:		
COMMUNITY NAME:			LOCATION:		ZIP CODE:			COMMUNITY NAME:			LOCATION: ZIP CODE:	
OMIT ADDRESS FROM DIRECTORY _____						OMIT ADDRESS FROM DIRECTORY _____						
TEL NO. PHRASE:						TEL NO. PHRASE:						
OMIT FROM CONSUMER LIST _____			OMIT FROM ADDRESS DIRECTORY _____			OMIT FROM CONSUMER LIST _____			OMIT FROM ADDRESS DIRECTORY _____			
FOREIGN DIRECTORY NAME:*						FOREIGN DIRECTORY NAME:*						

TRANSACTION CODE:			ALI CODE:			TRANSACTION CODE:			ALI CODE:			
TELEPHONE NO.:			LIST TYPE:			TELEPHONE NO.:			LIST TYPE:			
NAME:						NAME:						
LIST ADDRESS:		HOUSE NO.:		DIRECTIONAL:		LIST ADDRESS:		HOUSE NO.:		DIRECTIONAL:		
STREET NAME:				THOROUGHFARE:		STREET NAME:				THOROUGHFARE:		
COMMUNITY NAME:			LOCATION:		ZIP CODE:			COMMUNITY NAME:			LOCATION: ZIP CODE:	
OMIT ADDRESS FROM DIRECTORY _____						OMIT ADDRESS FROM DIRECTORY _____						
TEL NO. PHRASE:						TEL NO. PHRASE:						
OMIT FROM CONSUMER LIST _____			OMIT FROM ADDRESS DIRECTORY _____			OMIT FROM CONSUMER LIST _____			OMIT FROM ADDRESS DIRECTORY _____			
FOREIGN DIRECTORY NAME:*						FOREIGN DIRECTORY NAME:*						

*To be completed for foreign listings only.

CAPTIONED LISTING INPUT FORM

[illegible]

EXHIBIT C



Ameritech Residence Customers		<u>Toll Free Numbers</u>
Rapid Order.....	800-331-5454	
A quick and easy way to obtain pricing information and order optional services (24 hours a day, 7 days a week).		
Local Sales, Service and Billing.....	221-4455*	
Repair Service**.....	221-2121*	
Lifeline (Ameritech).....	800-621-8650	
Lifeline (Ameritech/Spanish Speaking).....	800-910-1030	
Home Office Telecom Center.....	800-WORKLIFE (800-967-5543)	

Ameritech Business Customers		<u>Toll Free Numbers</u>
SMALL BUSINESS (1-11 Lines)		
Local Sales, Service and Billing.....	800-660-3000*	
Repair Service**.....	800-SBS-CARE (800-727-2273)	

MEDIUM TO LARGE BUSINESS (12 or More Lines)		
Local Sales and Services.....	800-480-8088*	
Billing Questions.....	800-789-7899*	
Repair Service**.....	221-3000*	

PAY PHONE		
Local Sales, Service, Billing and Repair**.....	800-809-0878*	

Ameritech Special Needs		
Ameritech offers special services and prices to certified disabled customers. Contact Ameritech for more information and applications.		
(TTY/Voice).....	800-482-8254	
TTY Operator.....	800-855-1155	



MFS Communications Business Customers		
MFS Intelnet Companies		
Local Sales Office.....	1-810-208-6200	
Customer Service, Billing and Repair**.....	800-938-MFSI (800-938-6374)	
MFS Telecom Companies		
Local Sales Office.....	1-810-208-6200	
Customer Service and Billing.....	800-938-MFSI (800-938-6374)	
Repair**.....	800-MFS-CITY (800-637-3489)	

TELEPHONE & DIRECTORY SERVICES



TCG Business Customers	
Local Sales, Service and Billing.....	1-810-204-
Repair Service**.....	800-829-

Lifeline

Lifeline service provides eligible low-income households with a \$48.00 annual discount on phone charges and 50% off the cost starting up phone service. To qualify for Lifeline, monthly household income must be at or below 130% of the federal poverty guideline for your family size.

Michigan Relay Center

The Michigan Relay Center makes it possible for hearing-impaired and/or speech-impaired TTY phone customers to call persons or businesses without TTYs anywhere in Michigan 24 hours a day, 7 days a week. All calls are confidential and billed at regular telephone rates. To use the service:

TTY/Voice.....	800-649-
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Buried Cable Location

Call before digging to locate any underground utilities.	
Call "Miss Dig".....	800-482-

Ameritech PagesPlus³ Directories		<u>Toll Free Numbers</u>
ADVERTISING		
Yellow Pages Sales Office.....	800-249-4	
Customer Service.....	800-647-9	
For directory advertisers and users:		
Additional Directories.....	800-346-4	

For further information regarding telephone and telecommunication services, look in the Ameritech PagesPlus³ Yellow Pages under "Telephone Companies."

* To better serve our customers, calls to these telephone numbers may be monitored by supervisory personnel.

** For additional repair information, see page 6.

BILLING AND PAYMENTS



How Your Bill Is Compiled

Local service is billed one month in advance. Long distance and other service charges are billed for the past month. Your billing date is shown at the top of each page of your bill. The "Past Due After" date is shown on page 1 of your bill.

Paying Your Bill

You may pay by mail or in person the total amount due before the "Past Due After" date. To locate the nearest payment center, call the appropriate telephone number listed for billing in the first column of this page. Note your area code and phone number on the check. When paying by mail, return the top portion of your bill and your check to:

Ameritech
Bill Payment Center
Saginaw MI 48663

You are responsible for payment of all charges, including any calls originating from or accepted at your premises and billed to you through your calling card.

IF YOU CAN'T PAY ON TIME

Call the appropriate telephone number listed for billing in the first column of this page. We may be able to help you. You may avoid having your phone disconnected.

DISCONNECTION OF SERVICE

Before telephone service is to be disconnected, a notice will be sent by first class mail. You must pay all undisputed charges billed before your service can be reconnected. To re-establish service, a deposit may be required. There is also a charge to reconnect service.



Customer Billing Mailing Address:
MFS Intelnet, Inc.
P.O. Box 7357
Chicago, IL 60680-7357



Payment Mailing Address:
TCG
P.O. Box 10226
Newark, NJ 07193-0226

CALLING INFORMATION

Information

When you can't find a number or the listing is new, Information can help you.

For numbers within your area code

Dial 1 + 555 -

For numbers outside your area code

Dial 1 + area code + 555 -

For 800 Numbers

Dial (toll free) 800 + 555 -

** To better serve customers, calls to these telephone numbers be monitored by supervisory personnel.*

Local & Long Distance Calls

LOCAL CALLS

To place a local call, dial the seven digit number. For local calls outside your area code, dial 1 + area code + seven-digit number. If you are unsure whether a local or long distance, you may dial 221-4455, toll free for assistance.

LONG DISTANCE INSIDE YOUR CALLING AREA

To place a direct-dial long-distance call, dial 1 + area code + the seven-digit number. (Some calls within area code may be long distance calls. For these calls must dial 1 + your area code + the seven digit number. Long distance rates are lowest when you dial the C. For toll free 800 numbers, dial 1 + 800 + the seven-digit number.

RATES TO OTHER CALLING AREAS

Long distance service to other calling areas, states, countries are provided by long distance companies. Rates are determined by the company that provides service.

OPERATOR ASSISTED AND CALLING CARD CHARGES

Service charges apply when the operator helps dial a local or long distance call within your calling area. Conversation is billed at direct-dial rates.

OPERATOR ASSISTANCE

To make an operator-assisted call, dial 0 + area code (if necessary) + seven-digit number.

When the operator answers, state the type of call you are making. For an additional charge, the operator will place the following types of calls:

- **Busy line Interrupt.** The operator interrupts the conversation on a busy line to say you are calling.
- **Busy line Verification.** The operator finds out if there is conversation on a line that is busy for a long time.
- **Collect Call.** The person or firm you are calling agrees to pay for the call.

- **International Call.** You can usually direct dial, but your long distance company operator will handle the call or provide information.
- **Person-To-Person Call.** The operator will complete the call to the person or extension you request. If you do not reach right person or extension, you will not be charged.
- **Third Number Billing.** You bill the call to a phone other than one you are calling to or from.
- **Third Number Billing From a Pay Phone.** The operator is the number you are charging. If no one answers or accepts charges, you will have to make other billing arrangements.
- **Time and Charges Call.** Inform the operator in advance if you want to know the length and cost of your call. Stay on the line after the call.

If you have trouble on your call, hang up. Then pick up the phone again and dial "0" for an operator. Explain the situation so the operator can help you.

Bilateral
Agreement



FIRST AMENDMENT TO INTERCONNECTION AGREEMENT

This First Amendment (the "Amendment"), to Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, is effective as of the 30th day of June, 1998 ("Effective Date"), by and between Time Warner Communications of Indiana, L.P., a limited partnership formed under the laws of the state of Delaware with offices at 250 East 96th Street, Suite 580, Indianapolis, Indiana, 40240 ("TWC") and Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois, 60654, on behalf of Indiana Bell Telephone Company, Inc. d/b/a Ameritech Indiana ("Ameritech").

Recital and Principles

A. On July 12, 1996, TWC and Ameritech executed an Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996 ("Interconnection Agreement").

B. The Interconnection Agreement was approved by the Indiana Utility Regulatory Commission ("IURC") on November 13, 1996, by its Order in Cause No. 40572-INT-02. In that Order, the IURC identified certain deficiencies, and did not approve those portions of the Interconnect Agreement containing deficiencies.

C. The Parties desire to remedy those deficiencies identified by the IURC, but not to change any other provision of the Interconnection Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 Definitions.

Unless otherwise defined herein, capitalized terms shall have the meaning assigned to such terms in the Interconnection Agreement.

2.0 Amendments to the Interconnection Agreement

On and from the Effective Date, the Interconnection Agreement is hereby amended as follows:

2.1 Article VI, Section 6.7 of the Interconnection Agreement is replaced in its entirety by the following:

6.7 *Meet-Point billing arrangements between the Parties for jointly-provided Exchange Access on Meet-Point Trunks will be governed by the terms and conditions of the Agreement for Switched Access Meet-Point Billing (which is attached hereto as Exhibit A and incorporated herein).*

2.2 Article XII of the Interconnection Agreement is replaced in its entirety by the following:

Resale --

12.1 Availability of Wholesale Rates for Resale.

Ameritech shall offer to TWC for resale at wholesale rates its local exchange telecommunications services, as described in Section 251(c)(4) of the Act, in accordance with the terms and conditions of and at the rates specified in Ameritech's then effective Resale Local Exchange Service Tariff and other applicable tariffs. If the Parties decide to enter into a separate agreement to set forth the terms and conditions governing such resale, the Parties shall file such agreement with the Commission for approval by such Commission as a condition to the effectiveness of such agreement.

12.2 Availability of Retail Rates for Resale.

Each Party shall make available its Telecommunications Services for resale at retail rates to the other Party in accordance with Section 251 (b)(1) of the Act.

2.3 Article XVIII of the Interconnection Agreement is replaced, in its entirety by the following:

-Referral Announcement

When a Customer changes its service provider from Ameritech to TWC, or from TWC to Ameritech, and does not retain its original telephone number, the Party formerly providing service to such customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the customer, for a period required by the Commission's Standards of Service set forth in 170 IAC 7-1.1-11(l)(3)(a) and (b). However, if either Party provides Referral Announcements for a period longer than the respective period required by the Commission when its Customers changes their telephone number, such Party shall provide the same level of service to Customers of the other Party.

2.4 Certain portions of the Pricing Schedule - Indiana of the Interconnection Agreement are stricken and replaced, as follows:

Strike:

"Information Services Billing and Collection Fee -- to be negotiated"

and Replace with:

Information Services Billing and Collection *\$0.03 per message*

Strike:

"E911 Should TWC desire more trunks than those described above, TWC shall acquire such additional trunks at rates, term [sic] and conditions mutually agreed upon by the Parties through Committee."

and Replace with:

E911 Should TWC desire more trunks than those described above, TWC shall acquire such additional trunks at the rate set forth below:

<u>Channel Conditioning</u>	<u>Nonrecurring Charge</u>	<u>Monthly Charge</u>
<i>Per Channel</i>		
<i>Back to Back</i>	<i>\$775.00</i>	<i>\$ 35.50</i>
<i>Collocated</i>	<i>\$775.00</i>	<i>\$ 35.50</i>
<i>Direct (1st channel)</i>	<i>\$775.00</i>	<i>\$220.50</i>
<i>Channels 6-24</i>	<i>\$775.00</i>	<i>\$ 5.50</i>

Once Ameritech has an effective tariff or catalog provision with respect to E911 or Emergency Number Service Access, any additional rate elements not set forth in the Interconnection Agreement, or additional trunks not specified in the Interconnection Agreement, shall be available at the rates and on the terms and conditions set forth in such tariff or catalog.

3.0 Miscellaneous

3.1 The Interconnection Agreement, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the Interconnection Agreement. Any and all notices, requests, order, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996" or may identify such Interconnection Agreement in any other respect without making specific reference to this Amendment, but nevertheless, all such references will be deemed to include this Amendment unless the context shall otherwise require.

3.2 This Amendment shall be deemed to be a contract made under and governed by the domestic laws of the State of Indiana, without reference to conflict of law provisions.

3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Interconnection Agreement the day and year first written above.

TIME WARNER COMMUNICATIONS
INDIANA, L.P.

By: Mark A. Titus

Printed: Mark A. Titus

Title: Vice President/General Counsel

AMERITECH INFORMATION OF
INDUSTRY SERVICES, A
DIVISION
OF AMERITECH
SERVICES, INC., ON BEHALF OF
AMERITECH INDIANA

By: KH Volz

Printed: KENNETH H. VOLZ

Title: VP-MKTE.

**AGREEMENT
FOR SWITCHED ACCESS
MEET POINT BILLING
BETWEEN
AMERITECH INDIANA
AND
TIME WARNER COMMUNICATIONS OF INDIANA, L.P.**

This Agreement for Switched Access Meet Point Billing ("Agreement") is entered into this 12th day of July, 1996 between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois, 60654, as agent for Ameritech Indiana ("Ameritech"), and Time Warner Communications of Indiana, L.P., a limited partnership formed under the laws of Delaware with offices at 250 E. 96th Street, Suite 580, Indianapolis, Indiana 46240 ("Time Warner"). Ameritech and Time Warner shall be collectively referred to as "Companies."

WHEREAS, Ameritech and Time Warner are providers of local exchange services, and

WHEREAS, Ameritech and Time Warner desire to submit separate bills, pursuant to their separate tariffs, to interexchange carriers for their own portion of jointly provided switched access service (Multiple Bill/Single Tariff Option);

NOW THEREFORE, in consideration of the terms and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound by this Agreement, the Companies hereby covenant and mutually agree as follows:

1.0 Definitions

- 1.1 "Commission" shall mean the governing federal or state or regulatory authorities with appropriate jurisdiction.
- 1.2 "Exchange Message Record" or "EMR" shall mean the format used for the exchange of telecommunications message information among LECs for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document which defines industry standards for exchange message records.
- 1.3 "Interexchange Carrier" or "IXC" shall mean a telephone company, such as AT&T, Sprint or MCI, which provides interexchange telecommunications services.

- 1.4 Initial Billing Company ("IBC") shall mean the Local Exchange Carrier which provides the Feature Group B or D services in an end office. For purposes of this Agreement, Time Warner is the IBC.
- 1.5 "Local Exchange Carrier" or "LEC" shall mean a telephone company which provides local telecommunications services.
- 1.6 "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document published by Bellcore as Special Report SR-BDS-000983 contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.7 "Meet Point Billing" shall mean the process whereby each Company bills the appropriate tariffed rate for its portion of jointly provided switched access service.
- 1.8 "Multiple Bill/Single Tariff" shall mean that each Company will prepare and render its own meet point bill in accordance with its own tariff for its portion of the switched access service.
- 1.9 Subsequent Billing Company ("SBC") shall mean the Local Exchange Carrier which provides a segment of transport or switching services in connection with Feature Group B or D switched access service. For purposes of this Agreement, Ameritech is initially the SBC.
- 1.10 "Switched Access Detail Usage Data" shall mean a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.
- 1.11 "Switched Access Summary Usage Data" shall mean a category 1150XX record as defined in the EMR Bellcore Practice BR 010-200-010.

2.0 Services

- 2.1 Pursuant to the procedures described in the Multiple Exchange Carrier Access Billing ("MECAB") document SR-BDS-000983, issue 5, June 1994, prepared by the Billing Committee of the Ordering and Billing Forum, the Companies shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service such as switched access

Feature Groups B and D. The Companies agree to provide this data to each other at no charge. If the procedures in the MECAB document are amended or modified, the parties shall implement them within a reasonable period of time.

- 2.2 Time Warner shall designate access tandems or any other reasonable facilities or points of interconnection for the purpose of originating or terminating IXC traffic. For each such access tandem designated, the Companies shall mutually agree upon thereto a billing percentages as which shall be set forth in Exhibit A and shall further agree upon billing percentages for additional routes, which billing percentages shall be set forth in Exhibit A as amendments hereto. Either Company may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.
- 2.3 The Companies shall undertake all reasonable measures to ensure that the billing percentage and associated information are maintained in their respective federal and state access tariffs, as required, until such time as such information can be included in the National Exchange Association ("NECA") FCC Tariff No. 4, or any subsequent successor to such tariff. Time Warner shall use its best efforts to include in such tariff the billing percentage and associated information as a non-member of NECA.
- 2.4 Each Company shall implement the "Multiple Bill/Single Tariff" option in order to bill the IXC for each Company's own portion of jointly provided telecommunications service.

3.0 Data Format and Data Transfer

- 3.1 Necessary billing information will be exchanged on magnetic tape or via electronic data transfer (when available) using the EMR format. The Companies shall agree to fixed billing periods.
- 3.2 Time Warner shall provide to Ameritech, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via electronic data transfer (when available) using the EMR format.
- 3.3 Ameritech shall provide to Time Warner CMDS host, on a daily basis, the Switched Access Detail Usage Data (category 1101XX records) no later than fourteen (14) days from the usage recording date. Time Warner shall receive these records from Time Warner's CMDS host at least once a

month. Ameritech shall provide the information on magnetic tape or, when available, via electronic data transfer, e.g., network data mover, using EMR formator via electronic data transfer (when available) using EMR format.

- 3.4 Each Company shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the Meet Point Billing service. Each Company shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 3.5 When Ameritech records on behalf of Time Warner and Access Detail Usage Data is not submitted to Time Warner's CMDS host by Ameritech as specified in Section 3.3 or if it is not in proper format as previously defined, and if as a result Time Warner is delayed in billing IXC, late payment charges will be payable by Ameritech to Time Warner. Late payment charges will be calculated on the total amount of late access usage at the rate of .000493 per day (annual percentage rate of 18.0%) compounded daily for the number of days late.
- 3.6 If Summary Access Usage Data is not submitted to Ameritech, not to exceed thirty (30) days from the bill date to the IXC, or if it is not in proper format as previously defined, and if as a result Ameritech is delayed in billing IXC, late payment charges will be payable by Time Warner to Ameritech. Late payment charges will be calculated on the total amount of late access usage charges at the rate of .000493 per day (annual percentage rate of 18.0%) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by Ameritech the SBC in a timely fashion.

4.0 Errors or Loss of Access Usage Data

- 4.1 Errors may be discovered by Time Warner, the IXC or Ameritech. Both Ameritech and Time Warner agree to provide the other Company with notification of any discovered errors within thirty (30) business days of the discovery.
- 4.2 In the event of a loss of data, both Companies shall cooperate to reconstruct the lost data and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) months of prior usage data, if available.

5.0 Audits and Reviews

Either Company may request an audit of the various components of access recording. Such audit shall be conducted at reasonable times during normal business hours, subject to confidentiality protection and limited to documents directly related to this Agreement. The fees for any independent auditor used to conduct the audit shall be paid for by the requesting Company. An audit may be requested no more than three (3) times in each calendar year. Either party may request two (2) audits in a calendar year and for those two audits each party shall bear its own expenses. For the third audit requested by a party in a calendar year, the requesting party shall reimburse the other party for the direct costs incurred by the other party as a result of the audit, including a reasonable hourly rate for personnel and facilities.

6.0 Term

The initial term of this Agreement is one (1) year, beginning on the effective date of the Master Interconnection Agreement between the Parties, and shall be renewed for additional terms of one (1) year each. Either Company may terminate this Agreement effective at the end of the initial or any subsequent term by giving written notice of its intention to terminate to the other Company not less than forty-five (45) days before the effective date of such termination.

7.0 Payment

The Companies shall not charge one another for the services rendered pursuant to this Agreement.

8.0 Legal and Regulatory Requirements

8.1 Performance under this Agreement shall be in accordance with all applicable legal and regulatory requirements, including without limitation the requirements of the Telecommunications Act of 1996, (47 USC §151). No provision in this Agreement shall cause or be construed to cause either Company to violate any legal or state/federal regulatory requirement or cause or be construed to cause Ameritech to violate any of its obligations under the Telecommunications Act of 1996.

8.2 Ameritech and Time Warner shall comply, as applicable, with any legal and/or regulatory requirement necessary to effectuate this Agreement, including, but not limited to, the filing thereof with any applicable regulatory commission.

9.0 Limitation of Liability

- 9.1 Each Company's liability to the other (as distinct from a Company's obligation to pay for services provided pursuant to this Agreement) for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, relating to or arising out of any act or omission in its performance of this Agreement shall be limited to the amount of direct damages actually incurred; and there shall be no liability under this Agreement for acts or omissions which do not occur in connection with performance hereunder. Neither Company shall be liable to the other for any indirect, special, or consequential damage(s) of any kind whatsoever.
- 9.2 In the event of errors, omissions, or inaccuracies in data received from either Company, the liability of the providing Company shall be limited only to the provision of corrected data. If data is lost, the providing Company will develop a substitute based on past usage, as set forth in Section 4.0.
- 9.3 In no event shall Company's liability to the other for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, relating to or arising out of any act(s) or omission(s) in its performance of this Agreement exceed \$10,000 in any one (1) month period.

10.0 Indemnification

Time Warner shall defend, indemnify and hold harmless Ameritech, its corporate affiliates, and their officers, employees and agents from and against all losses, damages, claims, liabilities, and expenses of third Companies (including attorneys' fees and costs), whether based in contract or tort (including strict liability), to the extent arising out of or resulting from Time Warner's acts or omissions, or Time Warner's failure to fully comply with the terms and conditions of this Agreement

Ameritech shall defend, indemnify and hold harmless Time Warner, its corporate affiliates, and their officers, employees and agents from and against all losses, damages, claims, liabilities, and expenses of third Companies (including attorneys' fees and costs), whether based in contract or tort (including strict liability), to the extent arising out of or resulting from Ameritech's acts or omissions, or Ameritech's failure to fully comply with the terms and conditions of this Agreement.

The indemnified Company shall promptly notify the indemnifying Company of any written claim, loss or demand for which the indemnifying Company may be

responsible under this provision and shall cooperate with the indemnifying Company to facilitate the defense or settlement of the claim. The indemnifying Company shall keep the indemnified Company reasonably apprised of the continuing status of the claim, including any lawsuit resulting therefrom, and shall permit the indemnified Company, at its expense, to participate in the defense or settlement of such claim. The indemnifying Company shall have final authority regarding defense and settlement.

11.0 Force Majeure

Neither Ameritech nor Time Warner shall be liable to the other for any delay or failure in performance hereunder due to fires, strikes, other labor disputes, embargoes, requirements imposed by governmental regulations, civil or military authorities, acts of God, the public enemy or other causes which are beyond the control of the Company unable to perform (hereinafter "force majeure"). If a force majeure occurs, the Company delayed or unable to perform shall give immediate notice to the other Company. In the event Ameritech is the Company delayed or unable to perform, Time Warner may elect: (a) to terminate this Agreement relating to Services not already performed, or (b) to suspend performance for the duration of the force majeure during which period Time Warner may buy elsewhere substitute services and, if applicable, allow Ameritech to resume performance once the force majeure ceases, with an option to extend performance date(s) up to the length of time the force majeure endured, but not to exceed the length of this Agreement. In the event the Companies established a commitment, purchase level, or discount program, the quantity bought or for which commitments have been made elsewhere shall be deducted from such commitment, purchase level, or discount program. Time Warner shall not be obligated to pay for services to the extent and for the duration that performance therefore is delayed or prevented pursuant hereto. Time Warner' exercise of its rights under option (b) shall not prevent Time Warner from subsequently terminating. Unless written notice of termination is given by Time Warner option (b) shall be deemed selected.

12.0 Advertising and Publicity

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos, or other proprietary trade dress in any advertising, press releases, publicity matters other promotional materials or otherwise without such Party's prior written consent. Neither Party will publicize the existence of this Agreement or the relationship between the Parties hereto without the other Party's prior written consent.

13.0 Amendments; Waivers

Failure of either Company to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

14.0 Termination

14.1 If either Company violates any material provision of this Agreement , and if the violation continues for thirty (30) days after written notice thereof, the non-defaulting Company may immediately terminate this Agreement by written notice. Notwithstanding the foregoing, this Agreement may be terminated (i) at any time if so ordered by a regulatory commission or court of competent jurisdiction, or (ii) by execution of another mutually acceptable agreement.

14.2. Insolvency

Either Company may terminate this Agreement immediately without liability for said termination upon written notice in the event the other Company:

- (1) files a voluntary petition in bankruptcy;
- (2) is adjudged in bankrupt;
- (3) has its assets assumed by a court of jurisdiction under a federal reorganization act; or
- (4) has a trustee or receiver appointed by a court for all or a substantial portion of its assets.

15.0 Notices and Demands

Notices given by one Company to the other under this Agreement shall be in writing and shall be delivered personally, sent by express delivery service, certified mail or first class U.S. mail postage prepaid and addressed to the respective Companies as follows:

To Ameritech:

Ameritech Information Industry Services
350 North Orleans Street, Third Floor
Chicago, Illinois 60654
Attn: Time Warner Account Manager

with a copy to:

Ameritech Information Industry Services
350 North Orleans Street, Third Floor
Chicago, Illinois 60654
Attn: Vice President and General Counsel

To Time Warner:

Time Warner Communications of Indiana, L.P.
250 E. 96th Street, Suite 580
Indianapolis, Indiana 46240
Attn: Vice President and General Manager

with a copy to:

Time Warner Communications
160 Inverness Drive West
Englewood, CO 80112
Attn: Senior Counsel

or to such other address as either Company shall designate by proper notice. Notices will be deemed given as of the earlier of a) the date of actual receipt, b) the next business day when notice is sent via express mail, personal delivery or c) three (3) days after mailing in the case of first class or certified U.S. mail.

16.0 Governing Law

This Agreement and any claims arising hereunder or related hereto, whether in contract or tort, shall be governed by the laws of Indiana, except provisions relating to conflict of laws.

17.0 Severability

If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

18.0 Confidentiality

Unless by mutual agreement, or except to the extent directed by a court of competent jurisdiction, neither Company shall disclose this Agreement or the terms hereof to any person other than such Company's affiliates or such Company's officers, employees, and consultants, who are similarly bound hereby. This paragraph shall not prevent the filing of this Agreement with a Commission if required by rule or order of that Commission, however, the Companies shall jointly request that the Agreement be treated as confidential by the Commission to the extent permitted by the Commission's regulations and procedures. Each Company must maintain the confidentiality of all call records, traffic volumes and all other material information and data pertaining to the traffic carrier over the Meet Point Billing arrangement, and the carriers and end users associated with such traffic.

19.0 Survivability

The Companies' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

20.0 Assignment

Neither Company shall assign any right or obligation under this Agreement without the other Company's prior written consent, which consent shall not be unreasonably withheld or delayed. Provided such Company shall not be required to obtain the consent of the other Company for assignment or transfer of this Agreement to any affiliate of such Company, any purchaser of all or substantially all of the assets of such Company, or any business organization with which or into which such Company has merged or consolidated with. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Companies' respective successors and assigns. Any attempted assignment not in compliance with this Section shall be void ab initio.

21.0 Entire Agreement

The terms contained in this Agreement and any attachment(s) referred to herein, which are incorporated into the Agreement by this reference, constitute the entire agreement between the Companies with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Company shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Company's form documents, purchase orders, quotations, acknowledgments,

invoices or other communications. This Agreement may not be modified except by a writing signed by both Companies.

IN WITNESS WHEREOF, the Companies have entered into this Agreement as of the date first written above.

Time Warner Communications of
Indiana, L.P.

Ameritech Information Industry Services
a division of Ameritech Services, Inc., as
agent for Ameritech Indiana

By: 

By: 

Name: J.R. BUNTZ

Name: NEIL E. COX

Title: GENERAL MANAGER

Title: PRESIDENT

Rate Structure

Interstate Access - Terminating to or originating from Time Warner Customers

<u>Rate Element</u>	<u>Billing Company</u>
CCL	Time Warner
Local Switching	Time Warner
Interconnection Charge	Time Warner
Local Transport Termination	
a) If the Point of Interconnection is at Time Warner's Collocation space in Ameritech's End Office	
1)' 100% of Local Transport from Time Warner's customer to Point of Interconnection	Time Warner
2)' 100% of Local Transport from Ameritech's End Office to the Point of Presence of the Interexchange Carrier	Ameritech
b) If the Point of Interconnection is other than at Time Warner's Collocation space in Ameritech's End Office:	
1)' Local Transport from Time Warner's customer to Point of Interconnection	50% of Ameritech's rate; 50% of TW's rate
2)' 100% of Local Transport from Ameritech's End Office to the Point of Presence of the Interexchange Carrier.	Ameritech
Local Transport Facility	Based on negotiated billing percentage (BIP)
Tandem Switching	Ameritech

Entrance Facility

Ameritech

Intrastate Access - Terminating to or originating from Time Warner Customers

<u>Rate Element</u>	<u>Billing Company</u>
CCL	Time Warner
Local Switching	Time Warner
Interconnection Charge	Time Warner
Local Transport Termination	
a) If the Point of Interconnection is at Time Warner's Collocation space in Ameritech's End Office	
1)' 100% of Local Transport from Time Warner's customer to Point of Interconnection	Time Warner
2)' 100% of Local Transport from Ameritech's End Office to the Point of Presence of the Interexchange Carrier	Ameritech
b) If the Point of Interconnection is other than at Time Warner's Collocation space in Ameritech's End Office:	
1)' Local Transport from Time Warner's customer to Point of Interconnection	50% of Ameritech's rate; 50% of TW's rate
2)' 100% of Local Transport from Ameritech's End Office to the Point of Presence of the Interexchange Carrier.	Ameritech
Local Transport Facility	Based on negotiated billing percentage (BIP)
Tandem Switching	Ameritech
Entrance Facility	Ameritech

Tandem Identification

The billing percentage (BIP) for the local transport facility is 50% Ameritech and 50% Time Warner.